

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Contract with PDCS, LLC for Building Inspection and Plan Review Services**
(Staff recommends approval).

REQUESTED ACTION: Approve contract with PDCS, LLC for building inspection and plan review services.

☐ Work Session (Report Only) **DATE OF MEETING:** 9/27/2011
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: PDCS, LLC
Effective Date: 10/1/2011 Termination Date: 12/31/2014
Managing Division / Dept: Building Services

BUDGET IMPACT: \$262,500
☒ Annual **FUNDING SOURCE:** Building Services Fund
☐ Capital **EXPENDITURE ACCOUNT:** 124-142-524-3400
☐ N/A

HISTORY/FACTS/ISSUES:

RFP 008-0-2011/AT Sumter County Building Inspection Services for Non-Residential Structures was broadcast on April 29, 2011. On July 12, 2011, the Board approved the ranking of PDCS, LLC as #1 and authorized staff to enter into negotiations with PDCS, LLC.

Staff prepared the attached contract for the Board's consideration and approval. The following provides a summary of the pertinent contract provisions:

1. PDCS, LLC is currently under contract with the County for general building inspection and plan review services on an as needed basis. PDCS, LLC has agreed to consolidate the existing contract with the new contract, under RFP 0008-0-2011/AT, to streamline the provision of the services. Under the proposed contract PDCS, LLC will continue to provide general building inspection and plan review services on an as needed basis and will be assigned all building inspections for non-residential construction outside of The Villages Development of Regional Impact (DRI) and for renovation of non-residential structures within the DRI. The current contract with SBCCI, Inc. provides that SBCCI, Inc. completes all non-residential building inspections for new construction (i.e. expanding the building envelope) within the DRI. This contract with PDCS, LLC will not interfere with the existing contract with SBCCI, Inc.
2. The term of the proposed contract is from October 1, 2011, to December 31, 2014.
3. The proposed rates are:

Licensed Plans Examiner, Residential and/or Commercial	\$75.00/hour
Inspection Service Residential and/or Commercial	\$41/inspection
Supplemental Inspection Services (at Request of County)	\$75/hour
Building Code Administrator	\$85.00/hour

There is an annual adjustment to the rates based on the March Consumer Price Index (CPI-U).

4. The anticipated cost of the services in FY 2011-12 is \$262,500. This is included in the Building Services budget for FY 2011-12.
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AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, made and entered into on September 27, 2011, by and between Sumter County, a political subdivision of the State of Florida, (hereinafter referred to as the “**COUNTY**” or “**OWNER**”) and PDCS, LLC (hereinafter referred to as the “**CONTRACTOR**”) under seal for residential and commercial plan review and inspection services, for the **COUNTY**, and the **OWNER** and the **CONTRACTOR** hereby agreeing as follows:

WITNESSETH

In consideration of the mutual covenants and promises contained herein, **COUNTY** and **CONTRACTOR** (the “**PARTIES**”) hereto agree as follows:

Section 1 – Term

This agreement shall be deemed to commence on October 1, 2011, and upon issuance of a Purchase Order by the **COUNTY** to the **CONTRACTOR**. This agreement shall expire on December 31, 2014.

Section 2 – Scope of Services

CONTRACTOR shall provide residential and commercial inspections for compliance with the Florida Building Code, State Statutes, and local ordinances. The inspection services shall include new residential and commercial construction outside of The Villages of Sumter Development of Regional Impact, Tri-County Villages of Sumter Development of Regional Impact, and the Villages of Wildwood Development of Regional Impact (hereinafter collectively referred to as the “**VILLAGES DRI**”). Inspection services for non-new construction of residential or commercial shall be throughout the entire service area of the **COUNTY**, including the **VILLAGES DRI**. The **COUNTY** shall assign all commercial inspections, under the conditions above, to the **CONTRACTOR**. The residential inspections, under the conditions above, will be assigned to the **CONTRACTOR** on an as needed basis as determined by the Building Official or his designee.

The **CONTRACTOR** shall provide residential and commercial plan review for compliance with the Florida Building Code, State Statutes, and local ordinances. The plan review services may be provided for any construction throughout the entire service area of the **COUNTY**, including the **VILLAGES DRI**. The plan review services will be assigned to the **CONTRACTOR** on an as needed basis as determined by the Building Official or his designee.

All work shall be performed in accordance with generally accepted professional standards.

Section 3 – Compensation

For the services in Section 2 to be performed, the **COUNTY** agrees to pay the **CONTRACTOR** according to Exhibit “A”, attached hereto and made a part of. The flat rate and hourly fixed rates listed in Exhibit “A” includes all expenses. No mileage or

wages shall be paid for travel to and from inspection locations. Invoices must be kept current for services to continue. The flat rate and hourly fixed rates shall be adjusted on October 1 of each subsequent year of this agreement based on The U.S. Consumer Price Index (CPI-U) for March of that year (i.e. March 2012 CPI-U used to adjust rates on October 1, 2012).

Section 4 – Laws, Permits and Regulations

Prior to the performance of any work hereunder, the **CONTRACTOR** shall obtain and pay for all licenses as required for performing the services of this agreement.

CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this agreement,

Section 5 – Non-Assignment

The **CONTRACTOR** shall not assign, sublet, or subcontract all or any part of this agreement without prior written consent of the **COUNTY**, which consent shall not be unreasonably withheld.

Section 6 – Notices

Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail, return receipt requested, or by hand delivery, and shall be deemed effective if mailed when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice of other communication is addressed, with signed proof of delivery. The **COUNTY'S** and the **CONTRACTOR'S** representatives for notice purposed are:

CONTRACTOR: PDCS, LLC
5892A S. Semoran Blvd.
Orlando, FL 32822

COUNTY: Sumter County Board of County Commissioners
County Administrator
7375 Powell Road
Wildwood, FL 34785

A copy of all notices to the **COUNTY** hereunder shall also be sent to:
Sumter County Building Services Department
Building Official
7375 Powell Road
Wildwood, FL 34785

Section 7 – Amendments

This agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Indemnification

The **CONTRACTOR** shall indemnify, defend, and hold harmless the **COUNTY**, its officers, employees, and agents from and against any and all suits, claims, losses or liability, or actions of every name and description, including attorney's fees and costs, brought against the **COUNTY** based on personal injury, bodily injury (including death), or property damages received or claimed to be received or sustained by any person or persons, including **CONTRACTOR'S** own employees, arising from or in connection with any negligent act, omission, or failure of the **CONTRACTOR** or its employees, officers, or agents in performing the services set forth herein.

Section 9 - Insurance

See insurance requirements in Exhibit "B" attached hereto and incorporated herein.

Section 10 – Independent Contractor

In the performance of this agreement, the **CONTRACTOR** will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the **COUNTY** and as such, shall have no authority to bind the **COUNTY**. However, with regard to the actual inspection and plan review services to be performed by the **CONTRACTOR**, **CONTRACTOR** shall have the limited authority under County codes and regulations to render inspections and plan review and make findings as provided in Florida Statute Section 553.791, which will be binding on the County unless done in violation of such codes and regulations or in violation of Florida law. The **CONTRACTOR** shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the **CONTRACTOR** in the full performance of this agreement as well as expenses and costs incurred by **CONTRACTOR**.

Section 11 – County Responsibility

The **COUNTY** will notify the **CONTRACTOR** in writing, within thirty (30) calendar days of any change in the service.

Section 12 – Default/Termination

This agreement may be terminated without cause, by either Party, by providing the other Party a notice no less than thirty (30) calendar days before the termination. A default of any provision of this agreement may result in the termination of this agreement for cause. The Party alleging default shall provide the other Party, alleged to be in default, a written notice describing the alleged default, and provide no less than fifteen (15) calendar days to cure the default. Failure to cure the default within the time proscribed, as evidenced by a written notice, shall result in immediate termination of the agreement.

Section 13 – Timely Performance

All work will commence upon authorization from the **COUNTY'S** authorized representative. All work will proceed in a timely manner.

Section 14 – Claims and Disputes

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the County or Circuit Court of Sumter County, Florida, and all parties hereto specifically waive any venue privileges

they may have in any other jurisdiction. The prevailing party in any litigation arising out of this agreement shall be entitled to recover from the losing party all cost and expenses, including reasonable attorney's fees, at the trial court and appellate court level, incurred by the prevailing party in enforcing its rights hereunder, this provision not to be construed as a waiver of the sovereign immunity of the **COUNTY**.

Section 15 – County Status

COUNTY shall schedule the **CONTRACTOR'S** employees for meeting daily workloads. **CONTRACTOR** shall hold the staffing and equipment needs of the **COUNTY** as first priority on a daily basis.

Section 16 – Access to Data/Software

COUNTY agrees to provide access to building permit data needed by the **CONTRACTOR** to fulfill its inspections and plan review obligations, and to provide the necessary licenses of the permitting software used by the **COUNTY** for building permit inspections and plan review, without cost to the **CONTRACTOR**.

Section 17 – Equipment

The **COUNTY** shall provide access to computer hardware within the **COUNTY'S** offices, located at 7375 Powell Road, Wildwood, FL 34785 and 910 N. Main Street, Bushnell, FL 33513, for the **CONTRACTOR**. The **CONTRACTOR** is responsible for providing any computer hardware equipment or other electronic communication equipment (i.e. cell phones) for the use of their employees in the field. The **CONTRACTOR** shall provide all vehicles and other equipment necessary for the services hereunder to their employees at no cost to the **COUNTY**.

IN WITNESS WHEREOF, COUNTY AND CONTRACTOR have executed this agreement as of the day and year first above written.

COUNTY

ATTEST:
Clerk of Circuit Court

BOARD OF SUMTER COUNTY
COMMISSIONERS OF SUMTER
COUNTY, FLORIDA

Deputy Clerk

Don Burgess, Chairman

PDCS, LLC

By: _____
Michael S. Kraftsow
Managing Partner

Attest: _____

Printed Name: _____

State of Florida, County of _____, on this the _____ day of _____
_____, before me. The undersigned Notary Public of the State of
Florida, personally appeared _____. Who is personally
known to me _____, or produced identification No. _____, and
he/she/they acknowledge that he/she executed it.

Signatory of Notary: _____

Printed Name: _____

EXHIBIT "A"
Page Dixon Chandler Smith (PDCS)
FY 2011-2012
October 1, 2011 to September 30, 2012

<u>Service</u>	<u>Rate</u>
Licensed Plans Examiner, Residential and/or Commercial	\$75.00/hour
Inspection Service Residential and/or Commercial	\$41/inspection
Supplemental Inspection Services (at Request of County)	\$75/hour
Building Code Administrator	\$85.00/hour

Supplemental Inspection Services are those based on specialized needs, as determined and requested by the County's Building Official.

Overtime (over 8 working hours in one day) and/or weekend rates are 1.5 times the listed rates. Only applicable to hourly rates.

Holiday (County) rates are 2.0 times the listed rates. Applicable to both hourly and per inspection rates.

All travel and expenses are included in the listed rates. No additional charges for travel or expenses.

The listed rates shall adjust on October 1 of each subsequent year based on the March CPI-U index. (i.e. March 2012 CPI-U index used for October 1, 2012 rate)

Exhibit “B”
INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverage's, limits, and endorsements described herein. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best.

Commercial General Liability The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Professional or E & O Liability) The Contractor shall maintain a Professional Liability or E & O policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the County as an “Additional Insured” on the Professional and/or E & O Liability.

Additional Insured The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts

stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage's and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Contractor written notice of such revision or rejections.

No Representation of Coverage Adequacy The coverage's, limits or endorsements required herein protect the primary interests of the County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the

insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, when applicable, on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County
Commissioners Attention: Financial
Services
7375 Powell Rd, Suite 206
Wildwood, FL 34785